

02-22-2002

HEET

Docket No.:



ILY

014951/0229

Tab settings → → → ▼

101990150

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

TANDEM STAFFING SOLUTIONS, INC.

2-21-02

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State **DELAWARE**  
☐ Other

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: **JANUARY 28, 2002**

2. Name and address of receiving party(ies):

Name: **ABLECO FINANCE LLC**

Internal Address:

Street Address: **450 PARK AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☐ Corporation-State  
☒ Other **DELAWARE LIMITED LIABILITY CO.**

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☒ N  
(Designations must be a separate document from  
Additional name(s) & address(es) ☐ Yes ☒ N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

SEE  
ATTACHED  
SCHEDULE

B. Trademark Registration No.(s)

SEE  
ATTACHED  
SCHEDULE

Additional numbers ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **PAUL A. JUERGENSEN**

Internal Address: **SCHULTE ROTH & ZABEL LLP**

Street Address: **919 THIRD AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

6. Total number of applications and registrations involved:.....

20

7. Total fee (37 CFR 3.41):.....\$ **\$515.00**

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number:

**SCHULTE ROTH & ZABEL LLP - 500675**

02/22/2002 JFALLAW2 00000011 500675 2343099

DO NOT USE THIS SPACE

01 FC:481 40.00 CH  
02 FC:482 475.00 CH

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

**PAUL A. JUERGENSEN**

Name of Person Signing

Signature

**FEBRUARY 21, 2002**

Date

Total number of pages including cover sheet, attachments, and

9

TRADEMARK

REEL: 002447 FRAME: 0213

**SCHEDULE IA**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**A. U.S. TRADEMARKS (Federal)**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER/ (SERIAL NUMBER)/STATUS</b>
TANDEM & Design	2,343,099
TANDEM	2,200,417
<i>Design Only</i>	1,976,113
LABOR WORLD & Design	1,843,149
LABOR WORLD	1,956,465
OFFICE OURS	2,009,427
OFFICE HOURS PLUS	1,834,868 – Cancelled
OUTSOURCE INTERNATIONAL	2,086,627
OUTSOURCE INTERNATIONAL THE LEADER IN HUMAN RESOURCES & Design	2,009,431
LABOR TECHNOLOGIES	2,084,336
<i>Design Only</i>	2,068,436
<i>Design Only</i>	2,263,278- Cancellation Proceeding Pending
WE HAVE YOUR FUTURE IN MIND	(75/515,235)
PEOPLE PEOPLE COMMITTED TO PEOPLE	(75/548,857)
OSI	(75/038,318)
OSI	(75/034,925)
HIGH EFFICIENCY STAFFING SOLUTIONS	(74/703,943)
PARTNERS IN PRODUCTIVITY	(74/594,044)
OUTSEARCH	(75/481,263)
<i>Design Only</i>	(75/249,062)

# ASSIGNMENT FOR SECURITY

## (TRADEMARKS)

WHEREAS, Tandem Staffing Solutions, Inc., a Delaware corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated as of January 28, 2002 (the "Security Agreement"), in favor of Ableco Finance LLC, as collateral agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of January 28, 2002.

TANDEM STAFFING SOLUTIONS, INC.

By: \_\_\_\_\_

Name:

Title:

*Michael A. Sharp*  
*Chairman & CEO*

STATE OF Florida  
COUNTY OF Palm Beach

SS.:

On this 28 day of January 2002, before me personally came Michael A. Gray to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the CEO and Chairman of Tandem Staffing Solutions, Inc., a Delaware corporation, and that he executed the foregoing instrument in the firm name of Tandem Staffing Solutions, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



A handwritten signature in dark ink, appearing to read "Michael A. Gray", written over a horizontal line.

SCHEDULE IA

TRADEMARKS AND TRADEMARK APPLICATIONS

**A. U.S. TRADEMARKS (Federal)**

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OSI	(75/038,318)
OSI	(75/034,925)
HIGH EFFICIENCY STAFFING SOLUTIONS	(74/703,943)
PARTNERS IN PRODUCTIVITY	(74/594,044)
OUTSEARCH	(75/481,263)
<i>Design Only</i>	(75/249,062)

**B. U.S. TRADEMARKS (State)**

TRADEMARK (State)	REGISTRATION NUMBER
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES (Arkansas)	18996
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES & Design (New York)	S15241
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES & Design (Alabama)	106818
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES (Michigan)	M01254
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES & Design (Tennessee)	TN3000005673

<b>TRADEMARK (State)</b>	<b>REGISTRATION NUMBER</b>
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES & Design (Ohio)	SM69770
OUTSOURCE INTERNATIONAL & Design (Utah)	36604
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES & Design (Massachusetts)	53157
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES & Design (South Carolina)	SC3000007356
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES & Design (Indiana)	50103871
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES & Design (Nevada)	NV3000009781
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES & Design (Mississippi)	MS30000003920
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES & Design (New Jersey)	14112
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES & Design (Louisiana)	LA30000026661
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES & Design (Kentucky)	11298
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES & Design (Missouri)	S13639
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES & Design (Idaho)	15373
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES & Design (Connecticut)	10058
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES & Design (Florida)	T96912
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES & Design (Georgia)	S15761
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES & Design (Virginia)	VA3000001349
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES & Design (Oregon)	S30703 - Expired

<b>TRADEMARK (State)</b>	<b>REGISTRATION NUMBER</b>
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES & Design (California)	46338
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES & Design (Minnesota)	25108
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES & Design (New Hampshire)	NH3000004252
OUTSOURCE INTERNATIONAL, THE LEADER IN HUMAN RESOURCES & Design (Illinois)	78646

**C. FOREIGN TRADEMARKS (Canada)**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER/ SERIAL NUMBER</b>
OFFICE OURS	TMA491376
OUTSOURCE INTERNATIONAL	TMA519423

**E. COMMON LAW TRADEMARKS**

OUTSMART 3.0  
OUTSMART 3.0 B2B  
FRANBASE  
TITO  
IMPACT  
PLUGGED IN

**F. COMMON LAW TRADENAMES**

OUTSOURCE  
OUTSOURCE FRANCHISING  
OUTSOURCE FRANCHISING  
OUTSOURCE INTERNATIONAL, INC.  
OUTSOURCE INTERNATIONAL OF AMERICA, INC.  
CAPITAL STAFFING FUND  
GUARDIAN EMPLOYER EAST, LLC  
GUARDIAN EMPLOYER WEST, LLC  
TANDEM STAFFING  
TANDEM STAFFING FOR INDUSTRY  
STAFFING FOR INDUSTRY  
LABOR QUICK!  
LABOR WORLD  
OFFICE NETWORK  
TANDEM OF MICHIGAN  
RESOURCE DIMENSIONS  
MIDWEST TEMPS

9175703.1

Sched. 1A-3

**TRADEMARK**  
**REEL: 002447 FRAME: 0220**

**DOMAIN NAMES**

OUTSOURCEINT.COM  
TANDEMSTAFFING.COM

9175703.1

Sched. 1A-4

**RECORDED: 02/21/2002**

**TRADEMARK**  
**REEL: 002447 FRAME: 0221**